



690 Industrial Circle Shakopee, MN 55379  
800-804-8588 952-496-0430 fax 952-496-0204

## Fax Transmittal Record

Transmit to: USPTOAttention: Examiner Ula Ruddock Art Unit 1771Date: 10/29/02

Time: \_\_\_\_\_

Number of pages including cover page: 13Comments: Statement of Prior ArtPlease let me know if you need a notarized hard copy,I would be happy to provide you with one.Sender: Tony Newman

October 29, 2002

USPTO

Attention: Examiner Ula Ruddock

Art Unit 1771

Re: Patent Application 09/837,739  
Antimicrobial Materials / Jim Reich

Examiner Ruddock:

The purpose of this letter is to document prior art under section 35 U.S.C. 301 Citation of Prior Art.

Mr. Jim Reich with his patent application is attempting to patent exactly the material that I use in my patent, U.S. Patent # 6,000, 057 and in essence, my method of hunting.

Mr. Reich has on numerous occasions attempted to license my products which I sell under patent #6,000,057. I have attached letters from him and his attorney. (Attachment 1-5) I could not reach amicable terms with Mr. Reich and no license agreement was ever granted.

I note to the examiner that all inventors take an oath (35 U.S.C. 115) stating that the applicant is the original and first inventor of the process, machine, manufacturer or composition of matter or improvement thereof, for which he solicits a patent. In 35 U.S.C. 102 Conditions of Patentability, Novelty and Loss of Right to a Patent, a person shall be entitled to a patent unless:

A. The invention was known or used by others in this country, or patented or described in a printed publication. AND

F. He did not himself invent the subject matter sought to be patented.

It is my opinion that Mr. Reich has violated these laws of invention by attempting to patent something he clearly did not invent and is doing so even after being notified that his hunting clothes made of antimicrobial material and sold under the Ab-Scent trade name, violate my patent.

I have attached numerous invoices (Attachment 6-8) of yarn/ fabric we purchased to make our clothing that pre-date Mr. Reich's patent application. Those yarns shown upon the invoices of Dixie Yarns and Cavalier Specialty Yarns are fiber blends of man made fibers, 80% (Coolmax) Dacron which is a polyester like fiber and 20% Microsafe which is an acetate fiber made by Hoechst Celanesc. I have attached additional proof in a letter from Hoechst Celanese where in, they verified the effectiveness of my Coolmax/Microsafe blend in controlling bacteria. (Attachment 9) I have also included a catalog sheet from Hoechst Celanese (Attachment 10) which states in the second paragraph " The beauty of Microsafe

fiber is that you can blend it with other fibers to create a wide range of fabric types to fit many applications." Microsafe which you can read in the first paragraph is an acetate fiber with antimicrobial properties. I might add that Microsafe is a product made with Microban b. Microban b is triclosan. Mr. Reich was fully aware of the fiber composition of my fabric when he was attempting to license under my patent. Our present fabrics include polyester and acrylics blended with antimicrobials.

I would ask the examiner to review this information carefully and if there are criminal penalties for violating these patent laws, then it would be my hope that these laws would be enforced to their full extent.

If you need any additional information or clarification, I am available at my office.  
952-496-0430.

Respectfully,

A handwritten signature in black ink, appearing to read 'Anthony Newman', with a stylized flourish at the end.

Anthony Newman

-121

MAR-17-2000 17:17

BRIEF JUSTICE, ET AL.

P. 03

**BRIEF JUSTICE SCHULMAN CARMEN KESSELMAN & KLEIMAN, LLP**  
 ATTORNEYS AT LAW  
 805 THIRD AVENUE  
 NEW YORK, NEW YORK 10022

MATTHEW J. BRIDG  
 ROY C. JUSTICE  
 JACK N. SCHULMAN  
 RICHARD E. CARMEN  
 STEPHEN E. KESSELMAN  
 IRA KLEIMAN\*

WAYNE S. COOK, III  
 CHRISTINE M. CUCCIA†

SHELDON M. GOLDMAN‡  
 OF COUNSEL

\* ALSO ADMITTED BY THE DISTRICT OF COLUMBIA  
 † ALSO ADMITTED IN MASSACHUSETTS  
 ‡ ALSO ADMITTED IN NEW JERSEY AND PENNSYLVANIA

February 11, 2000

TELEPHONE  
 (212) 758-6100  
 (212) 832-5570

FACSIMILE  
 (212) 832-1747  
 (212) 832-7221

E-MAIL  
 @BRIEFJUSTICE.COM

VIA REGULAR MAIL & VIA  
**TELECOPIER - 1 Page**  
 (651) 426-2322

Michael S. Sherrill, Esq.  
 4756 Banning Avenue, Suite 200  
 White Bear Lake, MN 55110-3205

Re: Newman w/ Fox-Rich Textiles, Inc.  
 United States Letters Patent No. 6,000,057 and related patent(s) pending

Dear Mr. Sherrill:


Confirming our conversation this date, you have discussed the issue of the exclusivity of a patent license with your client and expect to be discussing with him further items regarding a proposed license between your client and Fox-Rich Textiles, Inc. ("Fox-Rich").

Please be advised that our client remains positive that the parties can reach a license agreement favorable to them both, and certainly if there are issues they bear full discussion.

I would welcome a written term sheet from your office at your earliest convenience, that will allow our firm to prepare a license agreement.

Thus, I await your communication with me during the beginning to middle of next week. Thank you for your consideration in this matter.

Very truly yours,



Richard E. Carmen

cc: Fox-Rich Textiles, Inc.

cc: [illegible]

03/17/00 FRI 17:08 [TX/RX NO 7370]

112



**FOX-RICH TEXTILES, INC.**

37 DANBURY ROAD, RIDGEFIELD, CT 06877  
TEL. (203) 438-3153 FAX (203) 438-3803  
EMAIL: FOX RICH 1@AOL.COM

March 13, 2000

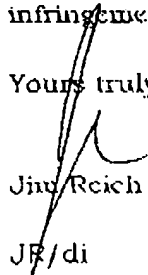
Fax to: - Contain  
Fax #: 612-496-0204  
Attn: Tony newman

As we discussed Friday by phone, following is our offer.

We agree to pay Contain 5% of the net sales of any of the Ah-Scent<sup>™</sup> fabrics.

You agree not to sue or threaten to sue any of our customers for any type of infringement of your patents.

Yours truly,

  
Jim Reich

JR/di

cc. Richard Carmen, Esq.  
212 832-1747

# 3

MAR-17-2000 17:17

BRIEF JUSTICE, ET AL.

F. 600

**BRIEF JUSTICE SCHULMAN CARMEN KESSELMAN & KLEIMAN, LLP**  
 ATTORNEYS AT LAW  
 805 THIRD AVENUE  
 NEW YORK, NEW YORK 10022

MATTHEW J. BRIEF  
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 OF COUNSEL

\* ALSO ADMITTED TO THE BAR OF NEW YORK  
 † ALSO ADMITTED TO THE BAR OF NEW YORK

March 5, 2000

TELEPHONE  
 (212) 738-6160  
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E-MAIL  
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**VIA REGULAR MAIL & VIA  
 TELECOPIER - 80 Pages**  
 (651) 426-2322

Michael S. Sherrill, Esq.  
 4756 Banning Avenue, Suite 200  
 White Bear Lake, MN 55110-3205

Re: Newman w/ Fox-Rich Textiles, Inc.  
 United States Letters Patent No. 6,000,057 and related patent(s) pending

Dear Mr. Sherrill:

I understand that Mr. Newman and Mr. Reich have discussed the possibility of an agreement to allow Fox-Rich to make, use or sell product(s) the elements of which may read on certain of the claims of the above patent(s). Further, I believe that Mr. Reich and Mr. Newman may have discussed that such agreement would also require the appropriate covenant not to sue and/or release (i.e. that Mr. Newman and/or Contain would not bring any action or threaten any action for patent infringement whether for direct infringement, for inducement of infringement, or for contributory infringement, or for related causes (such as unfair competition), against any supplier or customer of Fox-Rich.) In addition, as part of such agreement, Fox-Rich would agree to pay for such authorization and such covenant/release. I also understand that Mr. Reich had agreed to fax Fox-Rich's standard "license" agreement, to your office (although certainly this is more tailored to a copyright/trademark license and would need to be modified.) In that regard, I enclose a copy of same with this letter.

I await your response. Thank you for your consideration in this matter.

Very truly yours,



Richard E. Carmen

cc: Fox-Rich Textiles, Inc.

Source: https://www.industrydocuments.ucsf.edu/docs/...

03/17/00 FRI 17:08 (TX/RX NO 7370)

#4



## FOX-RICH TEXTILES, INC.

37 DANBURY ROAD, RIDGEFIELD, CT 06877  
TEL (203) 438-3153 FAX (203) 438-3803  
EMAIL: FOX RICH 1@AOL.COM

October 17, 2000

Fax to: Contain  
Fax #: 612-496-0204  
Attn: Tony Newman

Dear Tony:

Before I have Richard draw up the agreement that we discussed yesterday, I want to make sure that we address several issues.

- 1) Fox-Rich will pay (let us know who we will be paying) 5% of the net sales of Ab-Scent..
- 2) These payments will be made, irregardless of payment to Fox-Rich, the month following Fox-Rich's invoice to the customer.
- 3) You will receive an accounting each month as to how much is owed with copies of all Ab-Scent.. invoices.
- 4) Fox-Rich has the right, at its discretion, to defend your patents.
- 5) I know this was an issue last year, but we would prefer this to be an exclusive agreement. An exclusive agreement would justify a much larger effort, financially and time wise, to expand the sales. This will benefit both of us.
- 6) We would like this to be a two year agreement renewable with the consent of both parties.
- 7) We would like the agreement to read that, with this agreement, none of our customers risk legal problems with Contain as to any of your related patents.

Oct 29 02 09:59a a

952 496-0204

p.8

10/17/00 TUE 14:23 FAX 1 203 438 3803

FOX-RICH TEXTILES

002

#5



**FOX-RICH TEXTILES, INC.**

37 DANBURY ROAD, RIDGEFIELD, CT 06877  
TEL (203) 438-3153 FAX (203) 438-3803  
EMAIL: FOX RICH 1@AOL.COM

8) We would like a non-disclosure paragraph written into the agreement since, in the course of the agreement, we will be giving you customers names, addresses, what they buy etc. This information will be given to you solely for the purpose of verifying the amount of money that Fox-Rich owes.

Please give me a call after you have had a chance to look this over so that I can have Richard start writing the agreement.

Thank you.

Yours truly,

Jim Reich

JR/di





# DIXIE YARNS

A Division of The Dixie Group, Inc.

P.O. BOX 751 CHATTANOOGA, TN 37401  
Tel (423) 698-2501 Fax (423) 493-7489

## INVOICE

#10



Date	30-Nov-1998
Invoice	101030505
Page	Page 1 of 1

SOLD TO  
V.S.I.  
VEST-SHIELD, INC.  
P.O. BOX 337  
690 O VALLEY INDUSTRIAL CIRCLE  
SHAKOPEE, MN 55379  
USA

8779

SHIP TO

UNIVERSAL KNITTING  
2719 HWY 52 N.  
ALBEMARLE, NC 28001  
USA

8780

Terms		NET 30 DAYS				Ship Date		30-Nov-1998			
Territory		Sales Rep		Shipping Method				Carrier			
DALTON		R DALTON		TRUCK, PPD/3RD PTY BILLING				BESTWAY TRANSPORTATION			
BOL No	Lot No	Cont/Spec/Reis	Carrier	BOL No	Cust. P.O.	Qty	Gross	Tare	Net	Price	Amount
310005845	4020A03	216029-001-001			2569	238	1,056.00	69.00	987.00	5.150	5,083.05
30/1 DAC 729W/MICROSAFE WAXED - CONES											
Totals						238	1,056.00	69.00	987.00		
Remit to DIXIE YARNS INC P O BOX 102323 ATLANTA GA 30368-0323						Due Date		Subtotal \$5,083.05			
						30-Dec-1998		Sales Taxes \$0.00			
						Payable in US Dollars Invoice Subject to Interest Charges on Late Payment		Shipping & Handling \$0.00			
								Total Amount \$5,083.05			



# DIXIE YARNS

A Division of The Dixie Group, Inc.

P.O. BOX 751 CHATTANOOGA, TN 37401  
Tel (423) 698-2501 Fax (423) 493-7489

## INVOICE



#7

Date	10-Mar-1999
Invoice	101034070
Page	Page 1 of 1

S V.S.I. 8779  
D VEST-SHIELD, INC.  
D P O BOX 337  
T 690 O VALLEY INDUSTRIAL CIRCLE  
O SHAKOPEE, MN 55379  
USA

S UNIVERSAL KNITTING  
H 2719 HWY 52 N.  
I ALBEMARLE, NC 28001  
P USA  
T  
O

8780

Terms		NET 30 DAYS				Ship Date		10-Mar-1999			
Territory		Sales Rep		Shipping Method				Carrier			
DALTON		R DALTON		TRUCK, PPD/3RD PTY BILLING				ESTES EXPRESS LINES			
BOL No	Lot No	Cont/Spec/Rels	Carrier BOL No	Cust. P.O.	Qty	Gross	Tare	Net	Price	Amount	
310006718	4020A03	217908-001-001		2580	1,288	5,614.0	371.0	5,243.0	5.150	27,001.45	
30/1 DAC 729W/MICROSAFE WAXED - CONES					PAID APR - 5 1999						
Totals					1,288	5,614.00	371.00	5,243.00			
Remit to					Due Date		Subtotal \$27,001.45				
DIXIE YARNS INC					09-Apr-1999		Sales Taxes \$0.00				
P O BOX 102323					Payable in US Dollars		Shipping & Handling \$0.00				
ATLANTA GA 30368-0323					Invoice Subject to		Total Amount \$27,001.45				
					Interest Charges on Late						
					Payment						

PAID APR - 5 1999



**CAVALIER SPECIALTY YARN Inc.**  
 4500, Thimons  
 Saint-Laurent (Québec) H4R 2P2  
 CANADA  
 Tel: (514) 333-8990 Fax: (514) 333-8091  
 www.cavalier-textiles.com

ISO9002



INVOICE

NO. 4002344

#8

CUSTOMER CODE 88452	CUSTOMER ORDER NUMBER 2105	OUR ORDER NUMBER (If Blank, See Below) 16149	SLR&P. INT. PB	PLANT SHBF	CURRENCY USD	DATE 2/24/00	PAGE 1
OUR C.S.T. R897597191	OUR Q.S.T. 1019180251-TQ-0001	YOUR Q.S.T./VAT/FED ID#		TERMS Net 30 Jours/Days		CONDITIONS FOB - Their Dock	
Sold to: VEST-SHIELD, INC. 690 INDUSTRIAL CIRCLE SHAKOPEE MN 55379 United States				Ship to: UNIVERSAL KNITS 2719 HWY 52 N (704) 983-8657 ALBEMARLE NC 28001 United States			

Description	Item Number	Lot Num.	B/L	Quantity	UM	Price	Amount
30/1 80% DACRON 729W DISP 20% MICROSAFE	34271-COYO PO 2105		17134	4252.893	LB	5.2000	22,115.03
<p>Waxed 34271 A</p> <p>THE PRICE INCLUDES THE PAYMENT OF FREIGHT, DUTY AND BROKERAGE BY CAVALIER TEXTILES            SEND THESE CHARGES TO : ATTN TONY SCURALLI            H.S. COMMODITY CODE : 5509.21.00.00            CUSTOMS CLEARANCE BY : Tower            BLANKET CERTIFICATE ON FILE.            I, TONY SCURALLI, DECLARE THAT THE ARTICLES DESCRIBED BY THE ABOVE ENTRY            ARE:            NE: 30/1 NM: 51/1            YARN MADE FROM FIBRES OF U.S.            ORIGIN AND SUBJECTED TO A MANUFACTURING PROCESS BY BEING SPUN INTO YARN IN CANADA. I            FURTHER DECLARE THAT THIS YARN IS NOT SEWING THREAD AND NOT PUT-UP            FOR RETAIL SALE.            DEPARTURE DATE :            EX :            TRANSPORT :            ARRIVAL WEEK :</p> <p>① Wound in waste.            ② Slub catchers - not catching -            ③ Re Slub.  <b>PAID MAR - 6 2000</b></p> <p>Prepaid \$15,000 w/ cashiers check</p>							

Richard Cartwright  
 514-333-  
 8990

X 692  
 Sebastien

NET VALUE	5.03
G.S.T./H.S.T.	0.00
Q.S.T.	0.00
<b>TOTAL VALUE</b>	<b>22,115.03</b>
CURRENCY	USD

## 1 Customer Copy

All payments must be directed to St. Laurent. Claims must be made within 60 days from receipt of goods and before goods are used. Goods should not be returned without our prior written permission. The terms hereon stipulated do not constitute a delay for payment or credit but are merely indicative of periods of time before which a discount is applicable, if any, and after which service charges will start being applied.

The invoiced weight is corrected in accordance with ASTM D-1909 table and CAN 2-4.2-M77. Appendix A Moisture Regain Standards.

#9

**Celanese**  
A C E T A T E

**FAX**

612-496-0204

Acetate Filament Business Line  
2850 Cherry Road  
Rock Hill, SC 29730  
803 325 6000  
Fax 803 325 6775

March 3, 1999

Mr. Tony Newman  
VSI  
690 Industrial Circle  
Shakopee, MN 55379

MG-99-35

Tony,

The test results are back on your Coolmax/MicroSafe camo printed cloth sample.

The product, as seen by the attached results is protected against the growth of Gram-positive and Gram-negative bacteria, and tested well on both sides.

The fabric was tested for MicroSafe® content; 18.9% was found.

Good luck with your program.

Best regards,

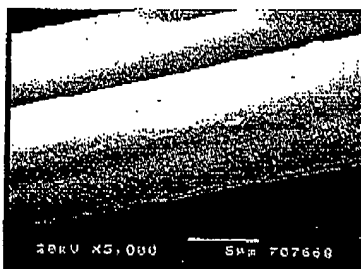


Mike Gruender

**Hoechst**

#10

## *What is MicroSafe®?*



Photograph of MicroSafe® fiber  
(20kv x 7,500)  
The antimicrobial additive resides  
within the interstices of the acetate  
fiber.

Very simply, its an acetate fiber with antimicrobial protection incorporated within the fiber. Acetate fiber is a man-made, cellulosic fiber made from wood pulp-- a natural, renewable resource -- and acetic acid. The antimicrobial ingredient is scientifically proven to inhibit the growth of a broad range of bacteria, mold, mildew and fungi in products.

The beauty of MicroSafe fiber is that you can blend it with other fibers to create a wide range of fabric types to fit many applications.

And since MicroSafe fiber is acetate, it brings the natural-like qualities of acetate to the fabric blend -- luxurious, soft hand, breathability and comfort. Best of all, the antimicrobial protection in MicroSafe fibers is non-toxic and engineered to last the life of the product, even through repeated washings.

7/14/97